

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
ANNUAL REPORT ON
PRIVATIZATION
FOR
FISCAL YEAR 2004 - 2005

SUBMITTED TO
THE TWENTY-THIRD STATE LEGISLATURE
IN RESPONSE TO ACT 90, SLH 2001, PART II

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES

ANNUAL REPORT ON PRIVATIZATION

For the Period July 1, 2004 to June 30, 2005

Submitted to the Twenty-Third State Legislature

Pursuant to Act 90, SLH 2001, Part II, on Privatization, the Department of Accounting and General Services had two privatization actions falling under the Privatization Chapter for the period from July 1, 2004 to June 30, 2005. The required reports from AGS-111, Records Management and AGS-231, Custodial Services are attached.

**DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
ANNUAL REPORT ON PRIVATIZATION
ACT 90, SLH 2001, PART II**

Covering the Period July 1, 2004 to June 30, 2005

Program ID/Title: AGS 111/Records Management

Contact Person/Phone No.: Susan Shaner/586-0310

- I. Itemization of all services that were outsourced or subjected to the processes set out in the Privatization Chapter.
 - Microfilming/scanning of passenger card indexes
Vendor: Advanced Micro Image
- II. Justification that standards for determination were met.

See attached memo dated October 25, 2002.
- III. Cost of services obtained through the process set out in the Privatization Chapter.

\$9016.80
- IV. Copy of all contracts entered into under the Privatization Chapter.

Because this is a small purchase, there is no contract. Instead, attached are the signed Small Purchase Written Quotations form (SPO FORM-10A) and Request for Quotation.
- V. Accounting of civil service employees displaced as a consequence of the Privatization Chapter.

None

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES

ARCHIVES DIVISION

October 25, 2002

MEMORANDUM

TO: THE RECORD

**FROM: LUELLA H. KURKJIAN,
ACTING ARCHIVES ADMINISRATOR**

**SUBJECT: COMPLIANCE WITH FIVE TESTS OF ACT 90 TO OUTSOURCE
MICROFILMING**

The following responds to issues of compliance with Act 90 concerning the Hawaii State Archives' proposal to outsource preservation microfilming of collection records.

The pertinent sections of the law are included with response in *italics*.

ACT 90

PART II, SECTION 2

§ -2 Determination; standards.

(c) In the determination made pursuant to this chapter, the state or county official shall consider whether contracting with the private entity will:

- (1) Jeopardize the government's ability to provide the service if the private entity fails to perform, or the contract becomes unprofitable or impossible for the private entity to perform;
No. The Archives microfilms only the records in its collections. It does not film for other agencies. If necessary, it can resume microfilming, provided staff can be hired and equipment and other resources are available.

- (2) Impact on any employee covered by civil service laws; provided that the impact shall not prevent the procurement of services pursuant to this chapter;
No impact on an employee. The position is vacant due to retirement of Microphotographer V on Dec. 31, 2001 and Legislature's abolition of Microphotographer III position, effective July 1, 2002.
- (3) Affect the nature of the service the agency needs, including whether:
 - (A) The service is self-contained or part of a larger service delivery system;
No.
 - (B) The service is geographically dispersed;
No.
 - (C) The service is a core or ancillary government service and if in-house resources are available or needed;
No. Most other Executive branch agencies that require microfilming do so through private vendors.
 - (D) Government control is necessary;
No. Control is exercised through written specifications.
 - (E) Government accountability can be shared; and
No.
 - (F) Government authority will be diluted;
No.
- (4) Increase the potential for achieving cost savings, including:
 - (A) The need to abandon or repurchase capital improvements or equipment that are not fully depreciated;
No. Current filming equipment is 13 to 28 years old and obsolete.
 - (B) The extent to which the service is available in the private sector marketplace; and
Service is readily available in the marketplace and prices are competitive among vendors.
 - (C) The extent to which federal or state restrictions may reduce private sector interest in providing or performing the needed or required service; and
No. There are no restrictions other than ANSI (American National Standards Institute) and AIIM (Association of Information and Image Management) standards for filming and quality control of preservation microfilm. These are industry standards subscribed to by most professional archival organizations.

- (5) Affect the extent to which the services are needed or required, and how the criteria to select a service provider can be described in objective specifications.

The service is needed on a "requirements basis." ANSI and AIIM specifications for preservation microfilming are readily available and adaptable to the Archives' needs.

STATE OF HAWAII
RECORD OF SMALL PURCHASE

Dept./Agency: DAGS/Archives P.O. No. 9034

Date: March 17, 2005 Project/Requisition/Work Order No. _____

This form, required for small purchases \$1,000 or more, is for: ☐ Under \$1,000 / \$5,000 (construction)
☒ \$1,000 / \$5,000 to under \$15,000
☐ \$15,000 to under \$25,000 (Attach SPO Form-10A)

QUOTATIONS RECEIVED:

PART A. Description of good/service/construction:

Microfilming & scanning of microfilms of State records.

PART B. Quotations Solicited:				Date of Quote	Amount Quoted
AWARD (Check Box)	Vendor Name	Representative	Phone No.		
<input checked="" type="checkbox"/> 1.	Advanced Micro-Image Systems	Dick Ching	847-1544	3/8/05	\$9016.80
<input type="checkbox"/> 2.	Hawaii Microfilm Services, Inc.	Ronald Young	832-1444	3/16/05	\$12,698.00
<input type="checkbox"/> 3.	Century Computers	Amanda Crabtree	585-0444	did not submit a quote	
<input type="checkbox"/> 4.					
<input type="checkbox"/> 5.					


PART C. Justification for inability to obtain minimum three quotations, if applicable:

PART D. Justification for award made to other than lowest quotation:



Signature: Employee soliciting quotations

Date: MAR 17 2005



Signature: Procurement Officer/Designee approval

Date: 3/17/2005

FILE A COPY AS SUPPORTING DOCUMENTATION IN THE PROCUREMENT FILE.

MAR-08-2005 TUE 02:28 PM AMISH / HVAC HI

FAX NO. 808 842 4885

P. 01/01

MAR-07-05 15:29 From:HAWAII STATE ARCHIVES

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T-440 P.02

Job-727

STATE OF HAWAII SMALL PURCHASE WRITTEN QUOTATIONS

Date: March 7, 2005Company Name: Advanced Micro-Image Systems Phone / Fax No.: 847-1544 / 842-4885Address: 525 Kokea Street, B-1 City/State/Zip Code: Honolulu, HI 96817Vendor Representative: Dick Ching**PROVIDE A QUOTATION for the following good/service/construction (Describe or E see attached specifications):**Microfilming & scanning of microfilms of State Records**QUOTATIONS REQUESTED BY** (mail or fax this quotation by March 16, 2005 4:00pm to the following):
(date) (time)Dept/Agency DAGS / Archives DivisionIolani Palace GroundsAddress 364 S. King Street City/State/Zip Code: Honolulu, HI 96813Contact Person Susan Shaner Phone / Fax No. 586-0310 / 586-0330**VENDOR TO COMPLETE THE SECTION BELOW**

Item No.	Description of item(s)	QTY	UNIT PRICE	TOTAL PRICE
1	ARCHIVAL NEGATIVE MASTER	200M	0.02	4,000.00
2	SILVER NEGATIVE DUPLICATE 16mm x 100'	58	10.00	580.00
3	MASTER CD-R	200M	0.02	4,000.00
4	DUPLICATE CD-R	15	15.00	90.00

Additional information or terms (i.e. delivery time, warranty period, etc.):

Shipping/
Handling

State Tax

TOTAL
SUM PRICEtypo in qty for
duplicate CDs

346.80

9,016.80

Quote No. 0308A Price(s) shall remain firm for 90 days.Vendor Representative: Dick L. Ching 3-8-05
Signature dateTitle: Vice President

RECEIVED

MAR - 8 2005

SMALL PURCHASE WRITTEN QUOTATION FOR MICROFILMING AND SCANNING
MICROFILMS OF STATE RECORDS ON A REQUIREMENTS BASIS FOR HAWAII
STATE ARCHIVES, DEPARTMENT OF ACCOUNTING & GENERAL SERVICES,
HONOLULU, HAWAII

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REQUEST FOR QUOTATION No. 2005-001 for Microfilming and Scanning
of Microfilm of State Records on a Requirements Basis for Hawaii
State Archives, Department of Accounting & General Services,
Honolulu, Hawaii.

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IT IS THE RESPONSIBILITY OF ALL OFFERORS TO CHECK THE TABLE OF
CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED
IN THEIR OFFEROR PACKAGE.

NOTICE TO OFFERORS

QUOTATION FORMS 2005-001, Microfilming and Scanning of the
Microfilms of State Records, will be available from and received
in the Hawaii State Archives, and must be submitted no later
than 4:00 p.m., March 16, 2005, and at that time will be
publicly opened.

Quotations received after the time and date will not be
considered.

Direct all questions to the buyer, Susan Shaner, (808) 586-
0310.

Hawaii State Archives:

The undersigned has carefully examined the REQUEST FOR QUOTATION NO. 2005-001, FOR MICROFILMING AND SCANNING OF MICROFILMS OF STATE RECORDS ON A REQUIREMENTS BASIS FOR HAWAII STATE ARCHIVES, DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES, HONOLULU, HAWAII, and offers to furnish all labor, materials, tools, and equipment necessary to perform all microfilming, to provide microfilm duplicates, and scan microfilms, as per TECHNICAL SPECIFICATIONS, in strict accordance with the true intent and meaning of the Request for Quotation, for a period of ONE (1) year from the date designated in the Notice to Proceed, as follows:

BASIC QUOTATION

Estimated Item Amount	Description	Quantity (Frames)	Unit Price	Total
	Archival Master Negative (Silver Halide), 16 MM film as per Technical Specifications Per frame Estimated Quantity of 3600 frames per roll	200,000	\$ _____	\$ _____

DUPLICATES 16 MM FILM:	Quantity (Reels)			
	Silver Negative, as per Technical Specifications per roll*	58	\$ _____	\$ _____

OPTICAL	DISCS:	Quantity (files)		
3.	Master CD-R, as per Technical Specifications Estimated Quantity of 46,000 image files per disc.	200,000	\$ _____	\$ _____

DUPLICATE DISCS:	Quantity (CD-R)		
4. Duplicate CD-R, as per Technical Specifications per disc.	6	\$ _____	\$ _____
TOTAL AGGREGATE QUOTATION	(Items 1-4)		\$ _____

Quotation prices shall include all delivery charges, and all applicable taxes. Offerors must quote on all items in order for their quotations to be considered for award.

TAX LIABILITY

Both out of state and Hawaii offerors are advised that the amount quoted on this solicitation is subject to the general excise tax (currently 4%) imposed by Chapter 237, Hawaii Revised Statutes (H.R.S.) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, H.R.S. (Refer to GENERAL PROVISIONS 13, TAXES, and 34, TAX CLEARANCE.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

The tax equalization (GENERAL PROVISION 14, BIDS FROM OUT-OF-STATE VENDORS) of Section 103-53.5, H.R.S., will not apply to the evaluation of this bid.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible offeror on the TOTAL AGGREGATE QUOTATION (ITEM NOS. 1 THROUGH 4).

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of S3-122-112, HAR:

1. Chapter 237, tax clearance;

2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); or
 - b. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

NOTE TO OFFERORS

An acceptable quotation must conform in all material respects to this Request for Quotations. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the written quotation.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Offerors are advised that quotations are evaluated as submitted and requests by offerors to delete conditions contained in their quotations after quotation opening cannot be considered.

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on the next page, please indicate remittance address below:

Request for Quotation No. 2005-001 Amended
Microfilming and Scanning Archives Records
March 8, 2005
Page 5

Street Address or P. O. Box

City State Zip Code

NOTE: OFFERORS ARE REQUIRED TO SUBMIT SAMPLES AND OTHER
INFORMATION LISTED UNDER SPECIAL PROVISION F, PREQUALIFICATION
OF OFFERORS.

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the microfilming and scanning of the microfilms required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted quotation.

I. GENERAL

- A. Filming shall be performed on a rotary machine.
- B. Scanning of the microfilms created through this contract and the scanning of existing Archives microfilm shall be performed on Oahu.
- C. Insurance and Security
 - 1. The Contractor shall insure, at no extra cost to the State Archives, all materials against loss or damage from any cause. The limit of liability for an item lost or destroyed shall be a sum which will cover the cost to the State Archives reordering and processing an acceptable replacement item.
 - 2. In the event that an irreplaceable item is damaged or destroyed, the State Archives reserves the right to secure, at the Contractor's expense, an independent appraisal of the damage or loss sustained. The Contractor shall reimburse the State Archives in full, the fair market value of the item.
- D. Communication

The vendor shall maintain communication with the State Archives representative during the project to discuss and resolve any problems or issues that may arise.
- E. Preparation of Targets
 - 1. The State Archives will provide camera-ready materials to the Contractor, unless otherwise specified. Materials shall be sorted by type (e.g., unbound records and bound records). Bound

volumes shall be flagged and must be filmed intact in a book cradle that will not cause damage to the original.

2. Each archival series or record group shall be accompanied by a target or set of targets prepared by the State Archives unless otherwise specified. Some will be completed by the State Archives, others shall be completed by the Contractor and inserted at the time of filming. A complete set of targets to be filmed before and after every file unit and at the beginning and ending of each reel shall be provided and instructions for their use specified.
3. Special instructions and flags shall be provided for unusual materials.

F. Errors and Delays on Microfilming

1. Hawaii State Archives shall inspect the quality of work. Errors made by the Contractor, that are identified by the State Archives inspection process, shall be corrected or the item refilmed without additional charge to the State Archives and returned within THIRTY (30) days from the date the Contractor received the items for correction. Any extra transportation or delivery costs resulting from such errors shall be paid for by the Contractor. Errors that cannot be corrected shall be subject to Paragraph I, B-2, Insurance and Security, on page TECHNICAL SPECIFICATIONS - 1.
2. Errors made by the State Archives that are identified in the filming process, shall be returned to the State Archives for correction. Corrections or refilming of an item shall be at the State Archive's expense in accordance with the terms of the contract.

G. Errors and Delays on Scanning

After scanning the microfilms Hawaii State Archives shall inspect the quality of digital images. Errors made by the Contractor, that are identified by the

State Archives inspection process, shall be corrected or the item rescanned without additional charge to the State Archives and returned within THIRTY (30) days from the date the Contractor received the items for correction. Any extra transportation or delivery costs resulting from such errors shall be paid for by the Contractor. Errors that cannot be corrected shall be subject to Paragraph I, B-2, Insurance and Security, on page TECHNICAL SPECIFICATIONS - 1.

H. Invoices

The Contractor shall submit a monthly itemized invoice in triplicate to reflect the purchase order no., item description, quantity, unit prices and total amount. Invoicing may be coordinated with the Technical Representative.

I. Special Microfilming

Methods of microfilming other than those specified in this contract may be requested by the Contractor. However, the specifications for the special method must be described by the Contractor, and the rate(s) to be charged. Any special methods or treatments requiring extra charges are not authorized under the contract without the express permission of the State Archives.

J. Improvements and Innovations in Methods and Materials

Any improvements in filming methods specified and/or materials used by the Contractor shall be acceptable to the State Archives within the terms of this contract: Methods and/or materials must undergo extensive documented testing which measures their durability, permanence, and functional qualities. Adoption of any technical innovation shall be approved in writing by the State Archives.

Any improvements in scanning methods specified and/or materials used by the Contractor shall be acceptable to the State Archives within the terms of this contract: Methods and/or materials must undergo extensive documented testing which measures their durability, permanence, and functional qualities.

Adoption of any technical innovation shall be approved in writing by the State Archives.

II. SPECIFICATIONS FOR THE FILMING AND QUALITY CONTROL OF PRESERVATION MICROFILM

The Contractor shall provide the State Archives with a microfilm preservation silver halide master negative (first generation) and service copy (second generation negative/positive) for each title in accordance with the following specifications, guidelines, and standards of the American National Standards Institute (ANSI) and Association of Information and Image Management (AIIM).

A. Specifications for Microfilming

1. Film shall be either 16mm or 35mm, non-perforated, silver gelatin type, on polyester-base, as described in ANSI IT9.1-1988. Film shall be capable of an LE 500-year rating. Film shall be at least 0.13 mm (4 mil) thick. First generation film shall be Kodak Imagelink HQ, Fujifilm Super HR-21, or approved alternate; second generation direct duplicating film shall be Kodak 2468, 2470, or approved alternate. Kodak 2470 is preferred for materials with fine lines, light printing, or illustrations. Reel shall not exceed 100 feet. Each frame shall be encoded with a two-level blip as described in ANSI/AIIM MS8-1988.

BRAND NAME OR APPROVED ALTERNATE

The brand name and model number(s) of the film mentioned are used in this specification as a measure of quality and performance. Any brand or manufacture of comparable or better quality and performance than that specified will be considered for acceptance by the State Archives. However, the State Archives reserves the right to reject and deny any substitution that it may, in its discretion, deem unacceptable, and the findings in this regard shall be accepted by the bidder as final and binding.

2. Processed film shall be delivered wound with the start target at the outer end, in accordance with ANSI/AIIM MS23-1998, on storage reels which shall be chemically inert, sturdy, and of dimensions conforming to ANSI/AIIM MS34-1990. Spools used for unexposed film shall not be substituted for storage reels.
3. To confine archival master films on their reels, only paper bands held together by button and tie shall be used. The paper shall be in accordance with the materials requirements of ANSI IT9.2-1991. Rubber bands shall not be used.
4. All processed film shall be stored on reels in boxes made of acid and lignin-free board that meets the material requirements of ANSI IT9.2-1991. The boxes shall be no larger than 3¾" x 3¾" x 1" for 16mm rolls and 3¾" x 3¾" x 9/16" for 35 mm rolls.

B. Specifications for Quality Control of Microfilm

The following quality control requirements are to be followed by the Contractor without exception.

1. Inspection and quality control data shall always be recorded and a copy be delivered to the State Archives for each roll of first generation film (preservation master negative) produced.
2. Methylene blue testing for residual thiosulfate shall be conducted within two weeks after processing. See ANSI/NAPM IT9.17. The test shall be carried out and certified by an independent testing laboratory. Test results shall meet requirements of ANSI/AIIM MS23-1998.
3. Each roll of first generation preservation master negative film shall be inspected frame by frame for visible defects and missing pages (See ANSI/AIIM MS23-1998). Film shall be inspected on a film reader as well as on a light inspection box. Reading equipment used for inspection must not scratch or otherwise damage the film. Second generation film must be inspected on a light box

to ensure legibility and freedom from defects. The inspector must wear clean, white, lint-free gloves when handling film.

4. Every roll of first and second generation film (preservation master negative and service copy) shall have density readings taken, either roll by roll or title by title, whichever is more strict.
5. There shall be no less than TWELVE (12) readings per roll nor less than FIVE (5) per title unless the title is under FIFTY (50) pages, in which case there shall be at least TWO (2) per title. Results shall be averaged, the maximum deviation from the average not to exceed 0.15. The average density for all film produced shall be within a range of 0.9-1.4. For most items, the density range shall be between 1.0 and 1.2. If a specific item requires an exception, it must be noted on the written report form and an explanation made to the State Archives. Retakes may be required for density readings outside of the accepted range.
6. The reduction ratio employed shall be such as to approximately fill the image area across the width of the film as seen on the camera's projected image area, but shall not be lower than 8:1 and not be higher than 30:1. All edges of the document shall be visible in the image. Refer to ANSI/AIIM MS23-1998. Reduction ratio changes within the same title should be avoided if possible, but when they must be made, they shall be identified by a target.
7. Folded maps, charts, and illustrations that are larger than the size of text pages shall be filmed in correct order as they appear within the text unless otherwise specified. The reduction ratio shall be changed for each oversize image to fit into a single frame. After the image is filmed, the camera shall be returned immediately to the original reduction ratio to complete the volume. This process shall be repeated each time an oversize image occurs. When images are too large to fit into a single frame, they shall be

filmed in sections from left to right and from top to bottom. An overlap of one inch shall be provided between adjacent sections.

8. Every roll of first-generation and second-generation film (preservation master negative and service copy) shall be evaluated for resolution using the Quality Index Method (ANSI/AIIM MS 23-1998) either roll by roll or title by title, whichever is more strict. A Quality Index rating of not less than 8.0 for three generations of prints using the line count threshold is required.
9. There shall be no more than six splices (three first-generation retakes) per roll of first-generation film. All retakes shall be targeted and spliced in proper sequence. All splices shall be spliced using an ultrasonic splicer. There shall be no splices in second generation film (service copy). Retakes shall include at least the two pages preceding and succeeding the pages being refilmed. There shall be no splices between the technical target and the text. If the technical target must be refilmed, a minimum of the following TEN (10) frames of text shall be refilmed.
10. Framing shall be consistent and regular. The image shall not be skewed more than 10(TEN) percent (9 degrees) from parallel with the longitudinal axis of the film. Skew is measured from the two corners of the document image parallel to the longitudinal edge of the projected image frame.
11. Spacing between frames shall be consistent, variations not to exceed FIFTY (50) percent of the average frame-to-frame distance. Separation between titles shall not be less than six inches. First and second generation leaders and trailers shall be the length dictated by the equipment being used. Service copy leader and trailers shall be no less than EIGHTEEN (18) inches long.

12. Series less than one roll in length shall not be split between reels. Other decisions regarding reel breaks shall conform with institutional policy, or be made at the discretion of the State Archives.

III. SPECIFICATIONS FOR THE SCANNING OF MICROFILM CREATED THROUGH THIS CONTRACT

The Contractor shall provide Hawaii State Archives with one or more CD-Rs (write-once discs) which uses Phthalocyanine dye and gold reflective layer for each title in accordance with the following specifications, guidelines, and standards of the American National Standards Institute (ANSI), Association of Information and Image Management (AIIM) and National Information Standards Organization (NISO) standards.

A. Specifications for Scanning

1. The optical discs shall be CD-R, Phthalocyanine dye-based recordable (write-once) disc, which means recordable but not eraseable. Optical discs with gold reflective layer are required for its noncorrosive, stable and long lasting properties. The optical disc shall have the longevity rating of 100 years. The CD-Rs shall be either Mitsui Gold CD-R or Kodak Gold Ultima. Both of these use Phthalocyanine dye and gold.

BRAND NAME OR APPROVED ALTERNATIVE

The brand name and model number(s) of the optical discs are used in this specification as a measure of quality and performance. Any brand or manufacture of comparable or better quality and performance than that specified will be considered for acceptance by the State Archives. However, the State Archives reserves the right to reject and deny any substitution that it may, in its discretion, deem unacceptable, and the findings in this regard shall be accepted by the bidder as final and binding.

2. Digital imaging of records should adhere to a 200 dpi, Group IV TIFF images. Each frame should be saved as one file.
3. All imaging software and equipment should follow the NISO Z39.87 standards.
4. Images must be saved uncompressed and saved 1:1 scale to the dimensions of the original card index.
5. All imaging should meet the following quality standards:
 - a. It will be possible to produce, in print or as an online (on-screen) display, a faithful, citable rendering of the physical source.
 - b. It will be possible to navigate sequentially through the physical components (go to next, previous, first, last, or nth sequential page image). This is to be made possible by identifying each image by their sequence number, e.g. 00001, 00002, 00003, 00004.
6. Optical discs must have external label that includes the following:
 - a. State Seal
 - b. Name of the Agency: Hawaii State Archives
 - c. Descriptive titles of the content: (e.g. Land Index - by Place Name or Land Index - by Personal Name). This information will be provided to you by Hawaii State Archives.
 - d. Date of creation: Month/day/year.
 - e. Identification of software (to include specific application if appropriate) and hardware used and operating system title and version.

7. Optical discs shall be stored individually in jewel cases. Labeling of the jewel boxes should be made outside of the jewel case to prevent contact with the optical disc.

B. Specifications for Quality Control of Optical Discs

The following quality control requirements are to be followed by the Contractor without exception.

1. All optical discs will be inspected to ensure that the requirements in Section III are met. Optical discs used for delivery or their files which are nonfunctional in the Hawaii State Archives systems shall be rejected. If there is consistent failure in loading of the samples, the entire lot will be rejected. Otherwise, if isolated images fail, the Archives will prepare a list and return those images.
2. Series less than one disc in length shall not be split between discs. Other decisions regarding reel breaks shall conform with institutional policy, or be made at the discretion of the State Archives.

IV. APPENDIX

This section includes information provided by the State Archives for use by the Contractor.

A. Target Set

1. Set of "constant" targets to accompany each reel.
 - Density target - used to take density readings, filmed as first and last target on roll
 - Planetary resolution Test Chart filmed after density target at beginning and before density target at ending of each roll. Use National Micrographics Association Planetary Test Chart No. MS 303-1980 or most current update. This chart incorporates a National

Bureau of Standards Resolution Chart at the
Center and at the four corners

- Start of roll/roll number
 - Series title sheet
 - Series description
 - Agency authenticity certificate
 - Microfilm certificate identifying vendor, camera operator, reduction ratio, and date
 - Flash target and number - filmed at six different intervals on each reel to aid in retrieval
 - Microfilm certificate - filmed at end of roll (before resolution target) certifying images on roll and providing information (number of images, reduction ratio, position of flashes on roll, etc.) for the typing of labels for film container)
2. Set of "as needed" targets to be included when appropriate.
- Illegible - pertinent information is written in and target is filmed before document; after filming, target and document are retained by the Archives
 - Not in file - filled out during preparation of records
 - Legibility - filmed before a document in which information has been obliterated
 - Retake/omission/addition certificate (provided by Contractor)

B. Instructions for the Placement of Targets

Targets will be placed in a folder accompanying the records in sequence.

C. Instructions for Handling Errors

The State Archives will prepare procedures instructing the Contractor how to handle the many different kinds of bibliographic and technical problems that may occur during the filming process. Problems and types of errors can be divided into categories such as: Minor, requiring no action; serious, requiring refilming or corrective action; and others, which may have to be reviewed by the State Archives to determine appropriate action to be taken.

D. Labeling of Film Containers

Labels are provided by the Contractor and affixed on film boxes, packing slips, or delivery cartons. Labels should include:

1. Series title/contents (e.g. Land Index - by Place Name, A-B or Land Index - by Personal Name, A-B)
2. Flash targets 1-6
3. Master microfilm shall be identified

E. All questions pertaining to the Technical Specifications shall be directed to Ms. Susan Shaner, Archives Administrator, Hawaii State Archives, telephone (808) 586-0310.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing to the Procurement and Property Management Office prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published. Protests concerning the Technical Specifications lodged after bid opening shall not be considered.

V. SPECIAL PROVISIONS

A. Technical Representative of the Contracting Officer
(TRCO)

The Technical Representative of the Contracting Officer is Ms. Susan Shaner, Archives Administrator, telephone (808) 586-0310.

B. Eligibility to Bid

Each prospective bidder, as a prerequisite to bid on any contract to supply services in excess of \$5,000 shall, at the time of bid submission, assure the State Archives by certification in writing, of compliance with the requirements of Section 103-55, Hawaii Revised Statutes, that:

1. The services to be rendered shall be performed by employees paid at not less than the wages or salaries paid to public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
2. All applicable Federal and State laws relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

C. Independent Contractor

It is understood and agreed that the Contractor shall provide said services as an independent contractor and shall not be under the direction or control of the State Archives. The State Archives shall not be responsible for any claims and demands of any kind or nature that may be brought against it on any matter or thing arising out of or in connection with the services provided by the Contractor and not occasioned through the fault or negligence of the State Archives.

D. Subcontracting Prohibition

The Contractor shall not at any time subcontract, convey, transfer, or assign said services to be performed under the contract, either in whole or in

part, without the prior written consent of the State Archives.

E. Prequalification of Offeror

Each prospective offeror, as a prerequisite to bid on this project to supply requested services, shall submit the requested material and information as stated in this section. The State Archives will convene an evaluation panel to screen and determine each applicant's eligibility to bid on this project. Submittals for prequalification, referencing the Request for Quotation (RFQ) number, must be received by the State Archives no later than 4:00 p.m., March 14, 2005.

Submittal Address: Hawaii State Archives
Iolani Palace Grounds
Honolulu, HI 96813

Offerors shall submit the following:

1. Samples of completed negative silver use copies. Samples shall be in compliance with ANSI/AIIM 111-1987, and will be evaluated for readability and for print quality using a microfilm reader/printer.
2. One sample of each type of storage material to be provided: reels, boxes, and wrap-arounds.
3. A list of at least three (3) active accounts, and persons to contact for service verifications.
4. A financial statement for the last two (2) years of operation.
5. Statistics regarding staff size, and describing all filming processing, duplicating, splicing, and inspection equipment including manufacturer and model.
6. Prospective offerors must state if they wish to have all samples returned after the evaluation.

Information submitted shall be used to evaluate the prospective bidder's capability to provide the microfilming services required hereunder. The State Archives reserves the right to contact offeror's references. The offeror shall furnish to the State Archives all information requested. All prospective offerors submitting the required prequalification data by the deadline noted above shall be notified in writing of their qualification to submit a quotation for the microfilming services.

If an offeror fails to submit the requested material and information by the stated deadline, that bidder's offer will not be considered for award.

F. Requirements

This is a requirements contract for the microfilming service specified in the Quotation Form and Technical Specifications for the period set forth herein. Delivery shall be made only as authorized by purchase orders issued in accordance with SPECIAL PROVISION 11, ORDERING. The quantities shown in the Quotation Form are for quotation purposes only and should not be considered firm. In the event that the State Archives requirements for the equipment do not materialize in the estimated quantities, such event shall not constitute the basis for an equitable price adjustment under this contract. The State Archives reserves the right to order additional quantities or decrease the quantities of each item at the unit prices quoted during the term of the contract.

G. Ordering

Orders shall be placed by the issuance of purchase orders by authorized individuals of the State Archives, Department of Accounting & General Services on Oahu. Purchase orders may be issued under this contract from the date designated in the Notice to Proceed for a ONE (1) year period.

All purchase orders issued hereunder shall reference the contract number and shall be subject to the terms and conditions of this contract. This contract shall

control in the event of conflict with any purchase order.

When mailed, a purchase order shall be "issued" for purposes of this contract at the time the State Archives deposits the purchase order in the mail.

Purchase orders, when issued, shall specify the following: 1) type and number of units, and 2) delivery location(s).

H. Payments

Payments will be made monthly only on films processed, delivered, inspected, and accepted by the State Archives and upon submission of properly executed original invoices.

Billing Address: Hawaii State Archives
 Iolani Palace Grounds
 Honolulu, Hawaii 96813

I. Compliance with Specifications

1. All work shall be performed in accordance with the specifications contained herein, guidelines, and standards from the Association of Information and Image Management (AIIM) and American National Standards Institute (ANSI). These specifications, guidelines, and standards apply to the microfilming of archival materials, to include microfilm processing, duplicating, and inspection. They must be adhered to by the Contractor unless instructions from the State Archives direct otherwise.
2. The State Archives reserves the right to specify additional filming methods and instructions in the contract (i.e., reduction ratio, image placement, arrangement of volumes on a reel) for any and all items should this decision-making be deemed necessary. The filming methods and instructions specified for each item or category of materials by the State Archives shall not be changed by the Contractor without prior consent of the State Archives. If an item cannot be

filmed in the manner specified, it shall be
returned by the Contractor with justification for
its rejection.

**DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
ANNUAL REPORT ON PRIVATIZATION
ACT 90, SLH 2001, PART II**

Covering the Period July 1, 2004 to June 30, 2005

Program ID/Title: AGS 231 FC/Custodial Services

Contact Person/Phone No.: David Victor/877-3305 Maui District Office

- I. Itemization of all services that were outsourced or subjected to the processes set out in the Privatization Chapter.

Furnishing janitorial services for the Lahaina Comprehensive Health Center,
Vendor: P.W.C. Hawaii Corporation

- II. Justification that standards for determination were met.

See attached memo dated October 11, 2005.

- III. Cost of services obtained through the process set out in the Privatization Chapter.

\$21,999.96 per year

- IV. Copy of all contracts entered into under the Privatization Chapter.

Contract No. 52689 and IFB-05-007-M are attached

- V. Accounting of civil service employees displaced as a consequence of the Privatization Chapter.

None

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES

MAUI DISTRICT OFFICE

October 11, 2005

MEMORANDUM

TO: The Record

FROM: David Victor

SUBJECT: Compliance With Five Tests of Act 90 to Outsource Janitorial Services

The following responds to issues of compliance with Act 90 concerning the Maui District Offices' contract to outsource janitorial services at the Lahaina Comprehensive Health Center.

The pertinent sections of the law are included with response in italics.

Act 90, Part II, Section 2 Determinations; standards.

c) In the determination made pursuant to this chapter, the state or county official shall consider whether contracting with the private entity will:

- (1) Jeopardize the government's ability to provide the service if the private entity fails to perform, or the contract becomes unprofitable or impossible for the private entity to perform:

No. The contractor, P.W.C. Hawaii Corporation is a large company that provides janitorial services at many restaurants and shopping complexes on Maui. P.W.C. has been in business for many years on Maui and has established a good reputation. Additionally, the contractor is paid on a monthly basis after the work has been completed. In the unlikely event that P.W.C. is unable to perform, another janitorial contractor will be retained to do the work.

- (2) Impact on any employee covered by civil service laws, provided that the impact shall not prevent the procurement of services pursuant to the chapter;

No. There is no position or positions that will be impacted. The DAGS Maui District Office requested that the janitorial services be contracted because of the long distance between the Maui District Office in Kahului and the Lahaina Comprehensive Health Center in Lahaina. There are currently 7 DAGS janitor positions located in the Wailuku-Kahului area. All of those positions are filled.

- (3) Affect the nature of the service the agency needs, including whether:
- (A) The service is self-contained or part of a larger service delivery system;
No.
 - (B) The service is geographically dispersed;
The Lahaina Comprehensive Health Center is a one hour drive each way from Wailuku-Kahului where all of the other DAGS janitors are assigned. If a DAGS janitor were hired to clean Lahaina Comprehensive Health Center, a substitute janitor would have to travel to Lahaina when the Lahaina janitor goes out on sick or vacation leave. The long travel times and the need for a vehicle to provide transportation make contracting of the janitorial services the most viable and cost effective alternative.
 - (C) The service is a core or ancillary government service and if in-house resources are available or needed;
DAGS does provide janitorial services at many state facilities using DAGS janitors. At Lahaina Comprehensive Health Center, however, contracting of the services is the most economical and efficient option (see previous Item B).
 - (D) Government control is necessary;
No. Control is implemented through written contract and periodic inspections.
 - (E) Government accountability can be shared; and
No.
 - (F) Government authority will be diluted;
No.
- (4) Increase the potential for achieving cost savings, including:
- (A) The need to abandon or repurchase capital improvements or equipment that are not fully depreciated;
No capital improvements are included in the P.W.C. contract. The contractor is required to provide janitorial equipment such as vacuum cleaners and floor polishers.
 - (B) The extent to which the service is available in the private sector marketplace; and
The most reasonable price from the private sector was obtained since the contract was awarded through competitive bid.

- (C) The extent to which federal or state restrictions may reduce private sector interest in providing or performing the needed or required service; and

There are no known federal or state laws or statutes that prohibit state agencies from contracting janitorial services.

- (5) After the extent to which the services are needed or required, and how the criteria to select a service provider can be described in objective specifications.

Janitorial services are needed to maintain a sanitary and safe environment at the Lahaina Comprehensive Health Center which is open to the public. The contract to provide these services was awarded through competitive bid by the State Procurement Office. All terms and conditions of the work to be furnished are contained in the contract specifications which are attached.

P.W.C. HAWAII CORPORATION

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR SERVICES
IDENTIFIED AS CONTRACT NO. 52689
IFB-05-007-M

FURNISHING
JANITORIAL SERVICES FOR THE
LAHAINA COMPREHENSIVE HEALTH CENTER
MAUI DISTRICT OFFICE
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES

October 1, 2005 to September 30, 2006

10/1/04

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR SERVICES
IDENTIFIED AS CONTRACT NO. 52689

THIS SUPPLEMENTAL AGREEMENT NO. 1, made and entered into as of the 21st day of July, 2005 by and between the State of Hawaii, hereinafter called the "State," by its Procurement Officer and P.W.C. Hawaii Corporation of 910 Honoapiilani Highway, Unit 3A, Lahaina, Hawaii 96761, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, by an agreement dated September 15, 2004 and identified as Contract No. 52689 (hereinafter referred to as the "Primary Agreement"), the State engaged the Contractor to perform certain services as specified in Invitation for Bids (IFB) No. IFB-05-007-M; and

WHEREAS, under the terms and conditions of the Primary Agreement, the term of said contract was for the twelve-month period beginning on October 1, 2004 with an option to extend the term of said contract for not more than two (2) additional twelve-month periods or parts thereof; and

WHEREAS, the State and the Contractor mutually desire to extend the term of the Primary Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Contractor shall continue to perform the services specified in the Invitation for Bids (IFB) No. IFB-05-007-M for an additional twelve-month period beginning October 1, 2005.
2. Said services shall be performed at the same price or prices specified in the Contractor's bid and under the same terms and conditions set forth in the Primary Agreement, or as amended, for the total sum of TWENTY-ONE THOUSAND NINE HUNDRED NINETY-NINE AND 96/100 DOLLARS (\$21,999.96).

All other terms, conditions and provisions of the Primary Agreement, unless specifically modified, altered and changed herein, shall remain in full force and effect.

10/1/04

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement No. 1, effective as of the day and year first above written.

STATE OF HAWAII

By

RUTH E. YAMAGUCHI
Procurement Officer
State Procurement Office

Date

8/23/05

P.W.C. Hawaii Corporation
(Name of Contractor)

By

Ron Gess
Its Vice President

By

Its

CONTRACTOR'S ACKNOWLEDGMENT:STATE OF Hawaii

: SS.

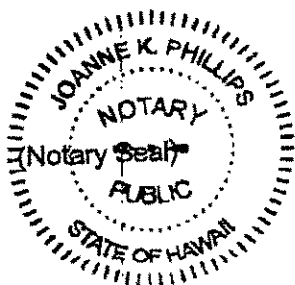
 COUNTY OF Maui

On this 16 day of August, 2005, before me
appeared Ron Gess and to me known,

to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
Vice President and
(Title) (Title)

of PWC Hawaii Corp, the Contractor named in the foregoing instrument, and
(Company Name)

that he/she/they is/are authorized to sign said instrument on behalf of the Contractor, and
acknowledges that he/she/they executed said instrument as the free act and deed of the
Contractor.



Joanne K. Phillips
(Signature)

Joanne K. Phillips
(Print Name)

Notary Public, State of HawaiiMy commission expires: 2/16/2006

SUPPLEMENTAL AGREEMENT

LINDA LINGLE
GOVERNOR

AARON S. FUJIOKA
ADMINISTRATOR



STATE OF HAWAII
STATE PROCUREMENT OFFICE

PROCUREMENT POLICY BOARD
PHYLLIS M. KOKE
GREGORY L. KING
RUSS K. SAITO
GORDON K. T. ING
CLAIRE H. MOTODA
WINFRED N. ODO
MYRON L. TONG

NOTICE TO PROCEED

DATE: September 24, 2004
TO: P.W.C. Hawaii Corporation
FROM: Procurement Officer
SUBJECT: Contract No. Pending
Invitation for Bids No. IFB-05-007-M
Furnish Janitorial Services for the Lahaina
Comprehensive Health Services, Maui District Office
Department of Accounting and General Services

The official commencement date to proceed with your work or delivery is October 1, 2004.

Contract Period: October 1, 2004 to September 30, 2005

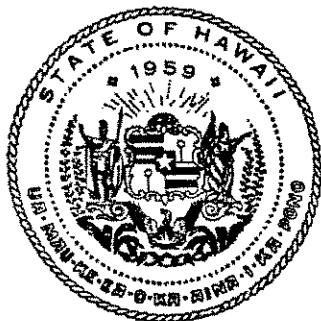
Liquidated Damages: \$100.00 for each and every calendar day

In order that contract commence as specified above, this Notice to Proceed (NTP) is issued pending the encumbrance and certification of funds and the assignment of a contract number. A revised NTP indicating the assigned contract number shall be sent to you after funds for this contract have been certified.

We will consider request(s) for extension of completion of time only when submitted in writing, with full justification, to the State Procurement Office prior to expiration of completion date. Further, any changes to the contract must be processed through the State Procurement Office.


RUTHLE YAMAGUCHI
Procurement Officer

c: DAGS-Maui ✓



STATE PROCUREMENT OFFICE

LEGAL AD DATE: July 27, 2004

INVITATION FOR BIDS


No. IFB-05-007-M

SEALED OFFERS
FOR
FURNISHING
JANITORIAL SERVICES FOR THE
LAHAINA COMPREHENSIVE HEALTH CENTER
MAUI DISTRICT OFFICE
DEPARTMENT OF ACCOUNTING & GENERAL SERVICES

WILL BE RECEIVED UP TO AND OPENED AT 2:00 P.M. (HST) ON

AUGUST 10, 2004

IN THE STATE PROCUREMENT OFFICE, KALANIMOKU BUILDING, 1151 PUNCHBOWL STREET, ROOM 416, HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO ALVIN WASHIASHI, TELEPHONE 586-0571, FACSIMILE (808) 586-0570 OR E-MAIL AT alvin.washiashi@hawaii.gov.


For Ruth E. Yamaguchi
Procurement Officer

IFB-05-007-M

P.W.C. Hawaii Corporation
Name of Company

AGREEMENT

THIS AGREEMENT, made and entered into as of the 15th day of September A.D., 2004, by and between the State of Hawaii, hereinafter called the "State", through its Procurement Officer, and P.W.C. Hawaii Corporation of 910 Honoapiilani Highway, Unit 3A, Lahaina, Hawaii 96761 hereinafter called the "Contractor".

WITNESSETH THAT:

WHEREAS, the written offer of the Contractor has been accepted by the State as the lowest responsive and responsible offer submitted pursuant to a call for offers:

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

A. Scope of Work. The Contractor agrees to perform the following work: furnish Janitorial Services for the Lahaina Comprehensive Health Center, Maui District Office, Department of Accounting and General Services, for the twelve-month period ^{starting from the} ~~October 1, 2004~~ official date on the Notice to Proceed, ^{to September 30, 2005,} all in strict accordance with the terms and conditions of this Agreement. Ry

It is understood that this Agreement includes as a part hereof the General Terms and Conditions, dated September 1, 1995; and the Invitation for Bids (IFB) No. IFB-05-007-M including the offer, Special Provisions, and Specifications contained therein; which are attached hereto.

B. Compensation. As compensation for the work to be performed by the Contractor, the State agrees to pay the Contractor the total sum of TWENTY-ONE THOUSAND NINE HUNDRED NINETY-NINE AND 96/100 DOLLARS (\$21,999.96), provided from funds 631-G-05-023-M-7118 at the time and in the manner set forth in the offer Specifications.

5/16/04 - IFB

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the day and year first above written.

STATE OF HAWAII

By *Ruth E. Yamaguchi* SEP 24 2004
 RUTH E. YAMAGUCHI Date
 Procurement Officer
 State Procurement Office

P.W.C. Hawaii Corporation

By Ron Gess
 Its Vice President

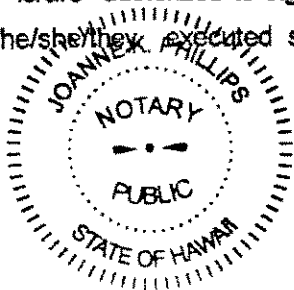
By _____
 Its

CONTRACTOR'S ACKNOWLEDGMENT:

STATE OF Hawaii)
) SS.
 COUNTY OF Maui)

On this 20 day of September, 2004, before me appeared
Ron Gess and _____
 to me known, to be the person(s) described in and, who, being by me duly sworn, did say that
 he/she/they is/are Vice President and _____ of
PWC Hawaii Corp, the Contractor named in the foregoing instrument,
 and that he/she/they is/are authorized to sign said instrument on behalf of the Contractor, and
 acknowledges that he/she/they executed said instrument as the free act and deed of the
 Contractor.

(Notary Seal)



Joanne K. Phillips
 Notary Public, State of Hawaii
 My commission expires: 2/16/2006

Joanne K. Phillips
 (Signature)

Joanne K. Phillips
 (Print Name)

Notary Public, State of HAWAII

My commission expires: 2/16/2006

AGREEMENT

STATE OF HAWAII — DEPARTMENT OF TAXATION
TAX CLEARANCE APPLICATION
PLEASE TYPE OR PRINT CLEARLY

DAB5 mail

1. APPLICANT INFORMATION:

Applicant PWC Hawaii Corporation
Address PO Box 785
City/State/
Zip Code Lahaina, HI 96767
DBA/
Trade Name _____

2. TAX IDENTIFICATION NUMBER(S):

HAWAII GENERAL EXCISE ID # 2 0 0 2 4 0 5 1
FEDERAL EMPLOYER ID # 9 9 - 0 1 7 1 1 6 5
SOCIAL SECURITY # _____

3. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- ☒ CORPORATION ☐ S CORPORATION ☐ TAX EXEMPT ORGANIZATION
☐ INDIVIDUAL ☐ PARTNERSHIP ☐ ESTATE ☐ TRUST
☐ LIMITED LIABILITY COMPANY ☐ LIMITED LIABILITY PARTNERSHIP

4. THE TAX CLEARANCE IS REQUIRED FOR:

- ☒ CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * ☐ LIQUOR LICENSE *
☐ REAL ESTATE LICENSE ☐ CONTRACTOR LICENSE ☐ BULK SALES
☐ FINANCIAL CLOSING ☐ PROGRESS PAYMENT ☐ PERSONAL
☐ HAWAII STATE RESIDENCY ☐ FEDERAL CONTRACT ☐ LOAN
☐ SUBCONTRACT ☐ OTHER _____

* IRS APPROVAL STAMP IS FOR PURPOSES INDICATED BY ASTERISK.

5. NO. OF CERTIFIED COPIES REQUESTED:

5

6. SIGNATURE:

Ron Gess
PRINT NAME
[Signature]
SIGNATURE

Vice President
PRINT SPECIFIC TITLE: Corporate Officer, General Partner, Individual (Sole Proprietor)
7/14/04 (808) 661 - 3760 (808) 667-5126
DATE TELEPHONE FAX

FOR OFFICE USE ONLY
BUSINESS START DATE IN HAWAII IF APPLICABLE <u>011 011 77</u>
HAWAII RETURNS FILED IF APPLICABLE 19____ 19____ 19____
STATE APPROVAL STAMP State of Hawaii <u>[Signature]</u> APPROVED AUG 13 2004 per <u>Elarakawa</u> Department of Taxation
*IRS APPROVAL STAMP INTERNAL REVENUE SERV... APPROVED Waikuku AUG 16 2004 91-06555 per <u>[Signature]</u> W & I Area 6 Terr. 1
CERTIFIED COPY STAMP W & I AREA 6 This copy is acceptable as a substitute for the original tax clearance certificate issued. <u>[Signature]</u> Internal Revenue Service

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner, or Individual (Sole Proprietor), a power of attorney (State of Hawaii Department of Taxation Form N848) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the taxing authority. UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.

PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL

SEE PAGE 2 ON REVERSE & INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

FORM LIR#27
(Rev. 1/23/04)

STATE OF HAWAII
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR

1. APPLICANT INFORMATION: (Please Type or Print Clearly)

*Applicant's Business Name FOC Hawaii Corp
 Address PO Box 785
 City/State/Zip Code Lahaina, HI 96767
 DBA/Trade Name _____
 * Business name must be the same name submitted with the applicant's bid or proposal.

2. IDENTIFICATION NUMBER(S): (Complete Applicable ID Numbers)

Department of Labor ID# 0000332283
 Federal Employer ID# (FEIN) 99-0171165

3. APPLICANT IS: (Check Only One Box)

- ☒ CORPORATION ☐ S CORPORATION ☐ TAX EXEMPT ORGANIZATION
☐ INDIVIDUAL (SOLE PROPRIETOR) ☐ PARTNERSHIP ☐ ESTATE ☐ TRUST
☐ LIMITED LIABILITY COMPANY ☐ LIMITED LIABILITY PARTNERSHIP
☐ SINGLE MEMBER LLC WHO IS SEPARATE FROM OWNER (ENTER FEIN)

4. EMPLOYEES:

- (a) Do you currently have any employees performing services in the State of Hawaii?
☒ YES ☐ NO*

*If answered "no", please complete question 4(b).

- (b) Will you in the future have any employees performing services in the State of Hawaii?
☐ YES* ☐ NO

*If answered "yes", please complete below.

Date of Employment 6/2/77

Scope of Services Janitorial services

Length of Employment Indefinite

NOTE: If this application is stamped "PENDING", another LIR#27 must be submitted when employees are performing services in the State to determine compliance with the State of Hawaii labor laws. Approvals by both divisions constitute a certificate of compliance with labor laws based on information available to the department as of the approval dates. THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

FOR OFFICE USE ONLY	
BUSINESS START DATE IN HAWAII IF APPLICABLE / /	
DLIR Log No. <u>401438</u>	Date Received <u>8/26/04</u>
Unemployment Insurance Division Approval Stamp <div style="text-align: center;"> APPROVED Administrator <div style="display: flex; justify-content: space-between; width: 100%;"> Initials <u>MRC</u> Date <u>8/26/04</u> </div> </div>	
Disability Compensation Division Approval Stamp <div style="text-align: center;"> APPROVED Administrator <div style="display: flex; justify-content: space-between; width: 100%;"> Initials <u>MRC</u> Date <u>8/27/04</u> </div> </div>	

FORM LIR#27
(Rev. 1/23/04)**UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.****PLEASE TYPE OR PRINT CLEARLY.****SEE BELOW FOR FILING INSTRUCTIONS. Failure to provide above required information on this application will result in a denial of this request.****5. SIGNATURE:**

Rm. Goss <hr/> PRINT NAME Enclosed <hr/> SIGNATURE	Vice President <hr/> PRINT TITLE: Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, <hr/> 8/26/04 DATE	(808) 661-3760 TELEPHONE	(808) 667-5126 FAX
---	--	-----------------------------	-----------------------

**FILING INSTRUCTIONS FOR THE
CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR**

Applications are available at the addresses below and can be downloaded from the Department of Labor and Industrial Relations website (www.dlir.state.hi.us). On the DLIR website scroll down to Employer Forms and click on LIR #27.

SUBMIT (mail, fax, or deliver) completed application only to the Department of Labor and Industrial Relations, **ADMINISTRATIVE SERVICES OFFICE***. Allow up to 7 business days for processing.

* Administrative Services Office 830 Punchbowl St., Rm. 309 Honolulu, HI 96813 Ph: (808) 586-8888 Fax: (808) 586-8899	Unemployment Insurance Division 830 Punchbowl St., Rm. 437 Honolulu, HI 96813 Ph: (808) 586-8913 or 586-8914 Fax: (808) 586-8929	Disability Compensation Division 830 Punchbowl St., Rm. 209 Honolulu, HI 96813 Ph: (808) 586-9161 Fax: (808) 586-9219
East Hawaii District Office 75 Aupuni St., #108 Hilo, HI 96720 Ph: (808) 974-6464 Fax: (808) 974-6460	West Hawaii District Office Ashikawa Building 81-990 Halekii St., #2087 Kealahou, HI 96750 Ph: (808) 322-4808 Fax: (808) 322-4813	
Maui District Office 2264 Aupuni St. Wailuku, HI 96793 Ph: (808) 984-2078 Fax: (808) 984-2071	Kauai District Office 3060 Ewa St., #202 Lihue, HI 96766 Ph: (808) 274-3351 Fax: (808) 274-3355	



Department of Commerce and Consumer Affairs

CERTIFICATE OF GOOD STANDING

I, the undersigned Director of Commerce and Consumer Affairs of the State of Hawaii, do hereby certify that according to the records of this Department

PWC HAWAII CORPORATION

was incorporated under the laws of Hawaii on 01/07/1977; that it is an existing corporation in good standing, and is duly authorized to transact business.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Department of Commerce and Consumer Affairs, at Honolulu, Hawaii.

Dated: 08/26/2004

Director of Commerce and Consumer Affairs



To validate the authenticity of this certificate, please visit the website address listed below and enter the authorization number:

<http://www.ehawaii.gov.org/cogsval>

Auth. No. 32489-D1-20040826170823662

STATEMENT OF ATTESTATION FOR INTERNET POSTING

I, Alvin Washiashi, Purchasing Specialist
(Name) (Title)

of the State Procurement Office, do attest
(Agency)

that in

(Check appropriate statement)

☒ Chapter 103D, HRS
compliance with Section 2-122-24, Hawaii Administrative Rules, the attached
procurement notice was posted to the State & County Procurement Notice System
(PNS) Website, [<http://www2.hawaii.gov/bidapps/>]

☐ Chapter 103F, HRS
compliance with Procurement Circular No. 2003-04, dated May 9, 2003, the attached
procurement notice was posted to the State & County Procurement Notice System
(PNS) Website, [<http://www2.hawaii.gov/bidapps/>]

on July 27, 2004
(Date(s))

Alvin Washiashi 7/27/04
(Signature) (Date)

Attached: Procurement notice

NOTICE TO OFFERORS
(Chapter 103D, HRS)

OFFER FORMS for furnishing Janitorial Services for the Lahaina Comprehensive Health Center, Maui District Office, DAGS (IFB-05-007-M) will be available from and received at the State Procurement Office, Dept. of Accounting & General Services, 1151 Punchbowl St., Rm. 416, Honolulu, and must be submitted no later than 2:00 p.m. on August 10, 2004.

Offer forms also available at the neighbor island(s) DAGS District Office(s).

For information call (808) 586-0573 - 8:00 a.m. to 4:15 p.m. HST.

July 27, 2004

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

AUGUST 19, 2004

ADDENDUM D

TO

INVITATION FOR BIDS
NO. IFB-05-007-M

FURNISHING
JANITORIAL SERVICES FOR THE
LAHAINA COMPREHENSIVE HEALTH CENTER
MAUI DISTRICT OFFICE
DEPARTMENT OF ACCOUNTING & GENERAL SERVICES

The following changes are hereby made:

1. Replace OFFER FORM page OF-2 with OFFER FORM page OF-2, Addendum D (see attached) due to change in No. of Months column for items 2. Quarterly Janitorial Services and Item 3. Semi-Annual Services.

Offerors that have already submitted their offer may elect to replace only the above page via facsimile as directed below (see Item 2) or request for withdrawal of submitted bid and re-submit a new offer with original offer form pages before bid opening date.

2. On SPECIAL PROVISIONS page SP-2 under SUBMISSION OF OFFER, add the following:

Pursuant to 3-122-9, a facsimile of OFFER FORM page OF-2, Addendum D may be submitted and accepted if the facsimile offer is received in hand by SPO on or before 2:00 pm on August 24, 2004 and provided the facsimile lists the following:

- a. A statement that this facsimile will replace OFFER FORM page OF-2 of IFB-05-007-M;
- b. The Offeror must submit the complete original offer form page OFFER FORM OF-2, Addendum D within two (2) days from the time and date set for receipt of offers. If the Offeror fails or refuses to comply with this requirement, the Procurement Officer has the option to reject the offer.

Faxed offers shall be faxed to (808) 586-0570 and include a cover letter addressed to:

State Procurement Office
Attention: Alvin Washiashi
IFB-05-007-M
Title: Furnishing Janitorial Services for Lahaina Comprehensive
Health Center Maui District Office, Department of
Accounting and General Services

The original offer form page shall be mailed to:

State Procurement Office
1151 Punchbowl Street, Room 416 (Zip 96813)
P.O. Box 119
Honolulu, Hawaii 96810-0119
Attention: Alvin Washiashi

3. On SPECIAL PROVISIONS PAGE SP-2, TERMS OF CONTRACT, replace with the following:

Contractor shall enter into a contract for furnishing janitorial services for the twelve-month period September 1, 2004 to August 31, 2005, or the official commencement date specified on the Notice to Proceed.

Unless terminated the contract may be extended for not more than two (2) additional twelve-month periods or parts thereof, without the necessity of re-bid upon mutual agreement in writing prior to expiration, provided that the contract price for the extended periods shall remain the same or lower than the initial bid price or as adjusted in accordance with the price adjustment provision below and/or by State initiated contract modifications.

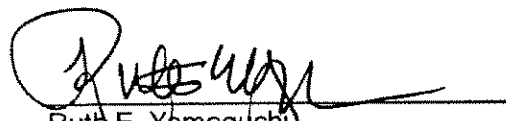
The Contractor or the State may terminate the extended contract at any time upon sixty (60) days prior written notice.

4. On SPECIAL PROVISIONS PAGE SP-7, add the following after CONTRACT EXECUTION:

NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed.

No work is to be undertaken by the Contractor prior to the official commencement date on the Notice to Proceed. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the work start date.


Ruth E. Yamaguchi
Procurement Officer

The following offer is hereby submitted for furnishing Janitorial Service for the Lahaina Comprehensive Health Center located at 1830 Honoapiilani Highway, Lahaina, Maui:

<u>Item</u>	<u>Description</u>	<u>Unit Bid Price</u>	<u>Period</u>	<u>Total Bid Price</u>
Furnish Janitorial Services for the Lahaina Comprehensive Health Center during the 12-month period beginning September 1, 2004:				
1.	General Janitorial Services performed on a daily, weekly and monthly basis	\$ _____ /mo.	X 12	= \$ _____
2.	Quarterly Janitorial Services performed four times a year	\$ _____ /Qt.	X 4	= \$ _____
3.	Semi-Annual Services performed twice a year	\$ _____ /Semi.	X 2	= \$ _____
TOTAL SUM BID (Items No. 1-3)				\$ _____

.....

Offeror to complete the following: (for evaluation purposes only)

	<u>No. of Workers</u>	x	<u>Estimated Labor Hours Per Worker</u>	x	<u>Wage Rate</u>	=	<u>Total Bid Price</u>
Janitor I (BC01)	_____		_____ hrs./year		\$11.93		\$ _____
	Estimated Total Labor:						\$ _____
	Plus Other Costs:						\$ _____
	Estimated Total Bid Price:						\$ _____ **

**Estimated Total Bid Price should be the same as Total Sum Bid above.

Offeror _____
Name of Company

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

AUGUST 18, 2004

ADDENDUM C

TO

INVITATION FOR BIDS
NO. IFB-05-007-M

FURNISHING
JANITORIAL SERVICES FOR THE
LAHAINA COMPREHENSIVE HEALTH CENTER
MAUI DISTRICT OFFICE
DEPARTMENT OF ACCOUNTING & GENERAL SERVICES

Bid Opening date changed:

From: August 18, 2004

To: August 24, 2004

Time and place remain the same.



Ruth E. Yamaguchi
Procurement Officer

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

August 10, 2004

ADDENDUM B

TO

INVITATION FOR BIDS
NO. IFB-05-007-M

FURNISHING
JANITORIAL SERVICES FOR THE
LAHAINA COMPREHENSIVE HEALTH CENTER
MAUI DISTRICT OFFICE
DEPARTMENT OF ACCOUNTING & GENERAL SERVICES

1. Bid opening date changed:

From: August 13, 2004

To: August 18, 2004

Time and place remain the same.

2. The following inquiries were received. Responses to the inquiries are in "bold" print.

- a. Can we use the downloaded documents obtained from the Internet? If so, do we turn in all pages or just the ones pertaining to the IFB, OF-1, 2, 3 and wage certificate?

You can use the OFFER FORM pages downloaded from the Internet unless advised otherwise in addendums. You should also contact and register with the SPO to insure receipt of addendums that would notify you of changes made to the IFB. Copies of the IFB are available on SPO website: <http://www2.hawaii.gov/>, click on the island of Maui and scroll down to IFB-05-007-M

All appropriate OFFER FORM pages, wage certificate along with any other documents requested in IFB should be submitted at the time, date and place of bid opening.

- b. Where can I get information on the current price that's being paid on this contract?

Prices for the current contract are as follows:

September 1, 2000 thru August 31, 2001	\$22,020.00
September 1, 2001 thru August 31, 2002	\$22,020.00
September 1, 2002 thru August 31, 2003	\$22,020.00
September 1, 2003 thru August 31, 2004	\$22,020.00

- c. Would I be able to setup a walkthrough of this facility?

See SPECIAL PROVISIONS page SP-3, SITE INSPECTION.

- d. I was under the impression that there is only a one (1) year option?

See SPECIAL PROVISIONS page SP-2, TERM OF CONTRACT.

- e. What is the square footage of the site?

Estimated Square footage is as follows:

<u>Floor Type</u>	<u>Area in Square Footage</u>
Concrete	200
Quarry Tile	3000
Carpet	800
Vinyl Floor Tile	<u>3400</u>
Total	7400

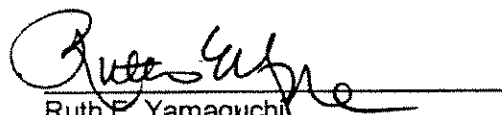
Square footage of above areas listed is estimated. Contractors may contact the Contract Administrator to arrange for a site inspection. See SPECIAL PROVISIONS page SP-3, SITE INSPECTION.

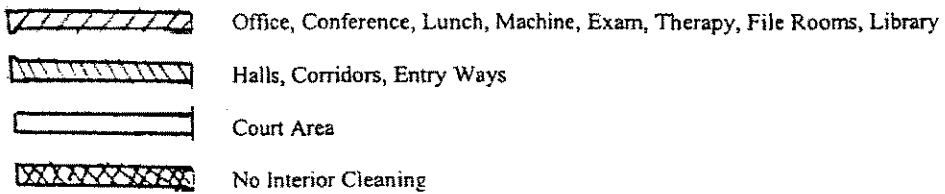
3. The following information regarding fixture type and facilities is made a part of the SPECIFICATIONS.

<u>Fixture Type</u>	<u>Number</u>
Water Fountain	2
Water Closet	7
Urinals	2
Lavatory or Exam Sink	8
Kitchen Sink	1
Janitor Mop Sink	1

There are 2 men's rest rooms, 2 women's rest rooms and 1 specimen rest room at the facility

4. Attached is a copy of the floor plan that is referenced in the SPECIFICATIONS, page S-4, D-1.


Ruth E. Yamaguchi
Procurement Officer



STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

August 9, 2004

ADDENDUM A

TO

INVITATION FOR BIDS
NO. IFB-05-007-M

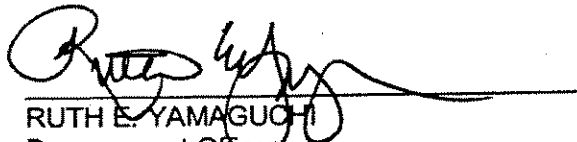
FURNISHING
JANITORIAL SERVICES FOR THE
LAHAINA COMPREHENSIVE HEALTH CENTER
MAUI DISTRICT OFFICE
DEPARTMENT OF ACCOUNTING & GENERAL SERVICES

Bid opening date changed

From: August 10, 2004

To: August 13, 2004

Time and place remain the same



RUTH E. YAMAGUCHI
Procurement Officer

JANITORIAL SERVICES FOR THE
LAHAINA COMPREHENSIVE HEALTH CENTER
MAUI DISTRICT OFFICE
DEPARTMENT OF ACCOUNTING & GENERAL SERVICES
IFB-05-007-M

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions, dated September 1, 1995, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: (Check ☒ one only)

- ☒ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii;
OR
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: HAWAII

Offeror is:

- ☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Joint Venture
☐ Other _____

Federal I.D. No.: 99-0171165

Hawaii General Excise Tax License I.D. No.: 20024051

Payment address (other than street address below): P.O. BOX 785

City, State, Zip Code: LAHAINA HI 96761

Business address (street address): 910 HONOLULU BLVD HWY 3-A

City, State, Zip Code: LAHAINA HAWAII 96761

Date: 7/31/04

Respectfully submitted:

(x) [Signature]

Authorized (Original) Signature

Telephone No.: 661-3760

RON GESS - VICE PRESIDENT

Name and Title (Please Type or Print)

Fax No.: 667-5126

E-mail Address:
PWC@MAUI.NET

P.W.C. HAWAII CORPORATION

Exact Legal Name of Company (Offeror)

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following offer is hereby submitted for furnishing Janitorial Service for the Lahaina Comprehensive Health Center located at 1830 Honoapiilani Highway, Lahaina, Maui:

<u>Item</u>	<u>Description</u>	<u>Unit</u> <u>Bid Price</u>	<u>Period</u>	<u>Total</u> <u>Bid Price</u>
Furnish Janitorial Services for the Lahaina Comprehensive Health Center during the 12-month period beginning September 1, 2004:				
1.	General Janitorial Services performed on a daily, weekly and monthly basis	\$ <u>1,664.³³</u> /mo.	X 12	= \$ <u>19,971.⁹⁶</u>
2.	Quarterly Janitorial Services performed four times a year	\$ <u>405.⁰⁰</u> /Qt.	X 4	= \$ <u>1,620.⁰⁰</u>
3.	Semi-Annual Services performed twice a year	\$ <u>204.⁰⁰</u> /Semi.	X 2	= \$ <u>408.⁰⁰</u>
TOTAL SUM BID (Items No. 1-3)				\$ <u>21,999.⁹⁶</u>

Offeror to complete the following: (for evaluation purposes only)

	<u>No. of</u> <u>Workers</u> x	<u>Estimated</u> <u>Labor Hours</u> <u>Per Worker</u> x	<u>Wage Rate</u>	<u>Total</u> <u>Bid Price</u>
Janitor I (BC01)	<u>1</u>	<u>1420</u> hrs./year	\$11.93	\$ <u>16,940.⁶⁰</u>
Estimated Total Labor:				\$ <u>16,940.⁶⁰</u>
Plus Other Costs:				\$ <u>5,059.³⁶</u>
Estimated Total Bid Price:				\$ <u>21,999.⁹⁶</u>

**Estimated Total Bid Price should be the same as Total Sum Bid above.

Offeror P.W.C. HAWAII CORP
Name of Company

1. Number of years providing janitorial services in Hawaii: 31
2. Percentage of Total Sum Bid representing employee wages: 70 %
3. Offeror's Business Address: 910 HONOLULU BLVD HWY 3-A
LAKAUNA HI 96761

Contact Person: RON GESS

Telephone No.: Office 808-661-3760
Cellular 808-276-2406
Pager 808-242-3492

4. Insurance Coverages (if applicable):

Commercial General Liability Carrier FIRST INSURANCE, Policy No. CPX7028509-03 - PAM VERA-CRUZ

Automobile Liability FIRST INSURANCE AND OF HAWAII, CEA 6361576-03 - PAM VERA-CRUZ

5. Current On-Going Contracts: Offeror shall list government agencies and private sector contracts which Offeror is currently working on:

Name	Address	Contact	Telephone No.
KIMO'S	245 FRONT ST	RON	661-4811
HULA GRILL	2435 KAMAHOLE PKWY	ORIN	667-6636
CANNERY MALL	1221 HONOLULU BLVD	LYNN OKAMURA	661-5304
WALLERS VOUCHER	2435 KAMAHOLE PKWY	RON REAGAN	661-4567

6. Prior Contract References: Offeror shall list government agencies and private sector contracts that the Offeror has provided prior to this date:

Name	Address	Contact	Telephone No.
KEELE POLICE	1881 S KING RD	LT. FOMMONE	244-6400
KAPALUA LAND CO	500 KAPALUA	ED GARRETS	669-3754
DUNE AQUATICS	KAHALANUI	VAN	243-5294

Offeror P.W.C. KAWAHI CORP.
Name of Company

**WAGE CERTIFICATE
FOR SERVICE CONTRACTS**
(See Special Provisions)

Subject: IFB/RFP No.: IFB-05-007-M

Title of IFB/RFP: Furnishing Janitorial Services for the Lahaina

Comprehensive Health Center, Maui District Office DAGS

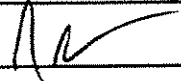
Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror P.W.C KOWAL CORPORATION

Signature 

Title VICE PRESIDENT

Date 07/31/04

SPECIFICATIONS

SCOPE OF WORK

The Contractor shall furnish all labor, equipment, cleaning supplies, materials and supervision to satisfactorily perform the janitorial services for State agencies in the Lahaina Comprehensive Health Center located at 1830 Honoapiilani Highway, Lahaina, Maui.

The State shall furnish toilet tissue, hand towels, hand soap, light bulbs, and fluorescent lamps; however, the Contractor shall be responsible for replenishing these supplies in the proper receptacles. The Contractor will notify the Contract Administrator when supplies are needed and be responsible for the pickup of these supplies at the Department of Accounting and General Services, (DAGS) Maui District Office at 755 Mua Street.

The Contractor shall furnish all other cleaning supplies and equipment such as ladders, brooms, mops, vacuum cleaner, sponges, brushes, dusters, disinfectants, cleaning detergents and soaps, carpet shampooing supplies and equipment, and any other equipment and supplies necessary to perform janitorial services.

WORK SCHEDULE

Services shall be performed twenty-five (25) hours a week, Monday through Friday (excluding State holidays), between the hours of 8:00 a.m. and 1:30 p.m. with 30 minutes lunch break.

DESCRIPTION OF WORK

Services shall be provided with a minimum of interruption to the regular course of operation of the department's personnel. The Contractor must maintain a regular systematic inspection of the premises and shall perform all work in a professional manner.

I. GENERAL JANITORIAL SERVICES

A. Services Required Daily

1. Room cleaning includes offices, conference rooms, lunchrooms, machine rooms, file rooms, libraries, interview room, therapy rooms, examination rooms.
 - a. Empty and clean wastebaskets
 - b. Dust horizontal surfaces of desks, files, tables and clean glass desktops and reception counter. CAUTION: DO NOT disturb papers, books, or other materials on desks, tables or files. DO NOT DAMP WIPE desks or metal cabinets.
 - c. Sweep and/or dust mop entire floor area two times a week and spot sweep and or dust mop on the three remaining days.
 - d. Thoroughly vacuum full carpeted areas three times a week and spot-vacuum on the two remaining days. Return furniture and equipment to their original location.

- e. Spot clean to remove all stains from carpeted areas.
- f. Clean wash basins and mirrors and replenish paper towels.
- g. Lock doors and windows and secure the building before leaving premises (except offices that have personnel working late).
- h. Dust horizontal surfaces of bookcases, chairs, windowsills, doors, fire extinguisher cabinets, etc., three times a week and spot clean wall surfaces within approximately 70 inches from floor, on the remaining two days.

2. Restroom Cleaning

- a. Empty all trash receptacles and service dispensers, wipe clean and replace in proper location.
- b. Clean interior and exterior of urinals and water closets, including both surfaces of toilet seats; remove rings, stains, etc.; disinfect and wipe.
- c. Clean wash basins; remove stains; disinfect and damp wipe.
- d. Polish all chrome and stainless steel fixtures and dispensers once a week; clean and wipe on remaining four days.
- e. Service and replenish all dispensers.
- f. Clean all mirrors.
- g. Sweep, mop and sanitize floors. Scrub floors to remove stubborn stains.
- h. Clean tile walls, stall partitions and doors, three times a week; spot-clean other surfaces and dust horizontal surfaces on the remaining two days.

3. Drinking Fountains: clean and wipe.

4. Corridors, Hallways, Stairways, Entrances, Court Yard and Lobby:

- a. Sweep and/or mop, or vacuum all assigned areas.
- b. Polish main entrances and lobbies twice a week.
- c. Damp mop resilient floors in main corridor.
- d. Dust handrails, ledges, etc.
- e. Clean all trash receptacles.
- f. Clean both surfaces of entrance door glass.

- g. Clean fire extinguishers on wall.
 - h. Spot clean stairwell rails.
 - i. Wipe down benches.
 - j. Spot clean to remove all stains from carpeted areas.
 - k. Vacuum upholstery of chairs in lobby.
5. Trash - collect, remove, and deposit trash in refuse containers provided by DAGS.

B. Services Required Weekly:

- 1. Polish wooden handrails and coffee tables.
- 2. Wipe down planters.
- 3. Wipe down Koa paneling located in lobby.
- 4. Water plants as required.
- 5. Mop all floors without carpets with clean water.

C. Services Required Monthly:

- 1. Floors - spray buff hard floors.
- 2. Walls - dust vertical surfaces above 70 inches from floor, remove all bee nests as required, wax Koa paneling in lobby.
- 3. Glass - clean both surfaces of glass on doors, cabinets, bookcases and any other glass door unit.
- 4. Storeroom 23 and Utility Room - sweep, dust and mop open shelving.
- 5. Exhaust vents - vacuum vents in all restrooms.
- 6. Corridor walls - vacuum dust from fluted hollow tile blocks and window sills.
- 7. Drinking Fountains - polish stainless steel surfaces.

II. PERIODIC JANITORIAL SERVICES

A. Services Required Quarterly:

- 1. Windows - clean both surfaces of the window and jalousies, which can be reached by a six-foot ladder.
- 2. Clean all Venetian blinds and vents.

3. Louvers and fixed window screens - vacuum all dust and debris.
 4. Remove, clean and put back in place, all fluorescent lamp diffusers.
- B. Services Required Semi-Annually - shampoo all carpeted areas.
- C. Services to be performed as required:
1. Change out burnt-out light bulbs and fluorescent lamps.
 2. Clean all debris within the building, which could create a hazard or nuisance, broken glass, spilled fluids, etc.
 3. Hard Floors - strip, reseal and refinish as required.
 4. Immediately report to DAGS for corrective action, any repairs and maintenance requirements, such as humming fluorescent light fixtures, broken or defective switches, outlets, leaky faucets and drains, plugged or slow drainage in basins or toilets, toilet running, and vandalism, etc.
- D. No Cleaning Required
1. Interior of morgue and E.M.S. area as indicated on attached floor plan.

CONTRACTOR'S RESPONSIBILITY

It shall be the Contractor's responsibility to provide safety signs, barricades and any other safety device(s), during the performance of service. These safety devices shall be set up by the Contractor whenever employees are performing services such as shampooing carpets, stripping or waxing floors, replacing light bulbs, and whenever a ladder is being used. Safety devices shall be set up in a manner to restrict access to areas, to prevent accidents to office personnel and the general public.

Contractor shall adhere to all provisions of the Hazard Communication Standard as administered by the Department of Occupational Safety and Health (DOSH), State of Hawaii pertaining to the use of hazardous chemicals at the job site. This requirement shall include but not be limited to the following:

1. Caution signs shall be provided and displayed at each location where there is exposure to toxic materials or harmful physical agents. Labels shall be affixed to all toxic materials or harmful Physical agents, or their containers, warning of their potential danger.
2. Contractor shall post information (Material Safety Data Sheet) prominently regarding hazards posed by toxic materials or harmful Physical agents in the employer's workplace. The information shall include suitable precautions, relevant symptoms, and emergency treatment in case of overexposure.
3. Contractor's employees, who are required to use poison, caustics, and other harmful substances, shall be instructed in the proper and safe handling of such products and made aware of the potential hazards, as well as the personal hygiene and personal protective measures required.

KEYS

If applicable, Contractor shall be responsible for State key(s) loaned to the Contractor for entry and exit to the agency premises while performing services under the contract. Contractor shall return all keys within twenty-four (24) hours of contract termination or when requested by the State. Contractor shall be charged for lock and key replacement(s) if keys are lost during the term of the contract or not returned within twenty-four (24) hours of contract termination.

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the State of Hawaii Procurement Office.
State	=	All agencies, including schools, participating in this agreement.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
Bidder or Offer or	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GTC	=	General Terms and Conditions dated September 1, 1995 and issued by the SPO.
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax

The furnishing of Janitorial Services for the Lahaina Comprehensive Health Center located at 1830 Honoapiilani Highway, Lahaina, Maui for the Maui District Office, Department of Accounting and General Services, shall be in accordance with these Special Provisions, the attached Specifications, and the GTC included by reference and available at the SPO, and on the SPO website: <http://www2.state.hi.us/bidfiles/spoqtqs.pdf>.

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); or
 - b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

CONTRACT ADMINISTRATOR

For purposes of this contract, the Contract Administrator is David Victor, telephone (808) 877-3305.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing janitorial services for the twelve-month period September 1, 2004 to August 31, 2005, with option to extend not more than two (2) additional twelve-month periods or parts thereof, without the necessity of re-bid upon mutual agreement in writing prior to expiration, provided that the contract price for the extended periods shall remain the same or lower than the initial bid price or as adjusted in accordance with the price adjustment provision below and/or by State initiated contract modifications.

The Contractor or the State may terminate the extended contract at any time upon sixty (60) days prior written notice.

SUBMISSION OF OFFER

Offers shall be received at the SPO, 1151 Punchbowl Street, Kalanimoku Building, Room 416, Honolulu, Hawaii 96813, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the SPO time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be advised that the USPS does not deliver directly to Room 416. This may cause a delay in receipt by the SPO and the offer may reach the SPO after the deadline, resulting in automatic rejection.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

OFFEROR QUALIFICATION

To assure the State that the Offeror is capable of performing the work specified herein, Offeror must meet the following:

1. Minimum of twelve (12) months experience in operating a janitorial maintenance business in Hawaii. Offeror shall indicate on page OF-3 of the Offer Form, janitorial experience on current and prior contracts.
2. Have a permanent office location on Maui from where he/she conducts business during normal working hours and from where he/she will be accessible to requests or complaints.

SITE INSPECTION

Potential Offeror will be given the opportunity to inspect the premises of the specified building to thoroughly familiarize themselves with existing conditions, and the extent and nature of work to be performed. Attendance shall be voluntary, and submission of an offer shall be evidence that the Offeror understands the scope of the project and will comply with the specifications, if awarded the contract. Offeror shall contact the Contractor Administrator David Victor, telephone (808) 877-3305 if an inspection tour or other information is desired.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Hawaii Business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant Non-Hawaii Business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

Hawaii General Excise Tax License. In accordance with Section 3.1A of the GTC, Offeror shall submit his current Hawaii GET I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that he is doing business in the State and that he will pay such taxes on all sales made to the State.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii GET at the current 4% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Bid Price. Bid prices shall include labor, equipment, supplies, transportation, all applicable taxes and any other costs incurred to provide services as specified.

Wage certificate. Refer to Section 2.8 of the GTC. The Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS.

Offer Guaranty. An offer guaranty is not required for this IFB.

Insurance. Offeror shall provide the requested insurance information on the Offer Form, where indicated.

References. Offeror shall submit along with his/her offer or three (3) days from State's request, three (3) written letters of recommendation from companies or government agencies for whom Offeror has or is providing commercial janitorial services. Offeror who is not able to provide the State with the required references may not be considered for award.

The State reserves the right to contact responsible persons of prior and current projects inquiring about the Offeror's past or current performance.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Refer to Section 2.8 of the GTC. Offeror shall complete and submit the attached wage certificate by which Offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

Offeror is advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wages for public employees performing similar work during the periods of the contract, Contractor shall be obliged to provide wages not less than those increased wages.

Contractor shall be obliged to notify his employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rates for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business in an area accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

To assist the Offeror in determining whether the work of his/her employees to be performed under this contract is similar to that performed by public employees, attached are class specifications for the State positions that perform janitorial duties. (See attached). Effective January 1, 2003, the basic hourly wages paid to this State position is:

<u>Class</u>	<u>Hourly Rate</u>
Janitor I (BC01)	\$11.93

Accordingly, Offeror should consider the aforementioned wage rates when preparing the quotation.

CONTRACT PRICE ADJUSTMENT PURSUANT TO SECTION 103-55, HRS

Should Janitor I wages increase subsequent to bid opening, the Contractor may request for increase in contract price. The increase requested must result in increase in wages to Contractor's employees performing the work herein, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefit, workers compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

The Contractor's request for increase must meet the following criteria:

1. At the time of a request, Contractor must provide documentation to show that it is in compliance with Section 103-55, HRS, i.e., its employees are being paid no less than the known wage of the State position listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this contract.
2. At the time of bidding, the Contractor must have specified on the appropriate Offer Form page the percentage of the unit bid price that represents labor costs. If the Contractor fails to specify the percentage, the Contractor's request for increase will not be considered.
3. Request for increase must be made in writing to the SPO on a timely basis:
 - a. The request must be made as soon as practicable after the State wage agreements are made public. The approved request will be retroactive to the date of increase for State employees.
 - b. The request for an increase for a supplemental period of the contract must be made prior to the start of the supplement. Contractor shall call the Purchasing Specialist named on the cover of this solicitation to obtain the current wage information.

If the Contractor meets the above criteria in its request for contract price increase, the following formula shall be used to calculate the increase:

First Increase:

$$WI = (XY) (Z) + FB$$

Subsequent Increase(s):

$$WI = AZ + FB$$

whereby, WI Dollar amount increase in unit bid price due to increase in State wages;

X = Original contract price per month;

Y = Percentage of unit price designated by Contractor as representing labor costs;

Z = Percentage increase in wages paid to State employees performing similar work;

FB = Additional costs for those benefits required by statute, directly related to the allowed increase in wages paid to Contractor's employees;

A = That portion of the contract amount representing wages (this amount is X times Y plus any increase(s) in contract price per month resulting from increase in State wages).

The increase shall be reflected in either a contract modification or in the supplemental agreement issued for any extended period of the initial contract.

PAYROLL AFFIDAVITS

Upon the State's request, Contractor will be required to submit quarterly payroll documentation to the SPO for all employees working under this contract. Documentation shall include employee time cards, payroll records, and copies of canceled checks to verify that Contractor's employees are being paid State of Hawaii Janitor II prevailing wages for hours worked under this contract. Records shall be submitted to the SPO by the last day of the month following each quarter (November 30th, February 28th, May 31st, and August 31st).

If Contractor is found to be in violation of Section 103-55, HRS, and does not correct the violation within thirty (30) calendar days and provide evidence to the SPO that the violation has been corrected, the State will terminate the contract.

AWARD OF CONTRACT

Method of Award. Award, if made, will be to the responsive, responsible Offeror submitting the lowest Total Sum Bid. If there is a discrepancy due to multiplication, the Unit Bid Price will govern.

Responsibility of Lowest Responsive Offeror. Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the SPO prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the SPO.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX TAX CLEARANCE APPLICATION Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>
DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the SPO. However, the tax clearance certificate shall be submitted to the SPO.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the SPO.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at www.dlir.state.hi.us, (at the menu click on **Employer Forms, LIR#27**), or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the SPO.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the SPO. However, the certificate shall be submitted to the SPO.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable by the SPO.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the SPO as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu.

CONTRACT EXECUTION

Successful Offeror receiving award shall be required to enter into a formal written contract. Performance and payment bonds are not required for this contract.

If the options to extend for the additional twelve month period(s) or parts thereof, are mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. The Contractor or the State may terminate the extended contract at any time upon sixty (60) days prior written notice.

LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$300,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) there on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

INVOICE

Contractor shall send an original and three (3) copies of the monthly invoice to:

Department of Accounting and General Services
Maui District Office
755 Mua Street
Kahului, Hawaii 96732

All invoices shall reference the IFB and contract number.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

INSPECTIONS

The Contract Administrator or his representative reserves the right to inspect Contractor's job performance at any time.

RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract that appears during the course of the work and shall immediately remedy any defects due to faulty workmanship by the Contractor.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the GTC. Liquidated damages are fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the Contractor fails to perform in whole or in part, any of his obligations specified hereunder.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of his employees from services rendered and to be rendered the State, upon request in writing by the Contract Administrator.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and GTC herein, in addition to the recourse stated in Section 6 of the GTC, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the bulletin board between room 416 and room 420, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, SPO, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 or P. O. Box 119, Honolulu, Hawaii 96810-0119.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Additions to the GTC:

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its un-priced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Correctional Industries. Goods and services available through Correctional Industries (CI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in SPO requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any SPO contract.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

Amendments to the GTC:

Subsection 2.1 Competency of Offeror. Paragraph one is rescinded and replaced with the following:

"Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods

or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive."

Subsection 2.5 Preparation of Offer. Paragraph four is rescinded and replaced with the following:

"An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Subsection 3.1(B) Preference for Hawaii Products. GTC §3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved."

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting from: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Subsection 3.1(C) Printing Preference. GTC §3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation."

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

Clarifications to the GTC:

Subsection 2.8 Certification of Offeror Concerning Wages, Hours and Working Conditions of Employees Supplying Services. Section 103-55, HRS, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.

GTCs Not Applicable. Subsections 2.11 and 2.14 of the GTC that apply specifically to the RFP method of source selection are not applicable to IFBs. Also subsections 2.10 and 2.13 that apply specifically to the IFB method of source selection are not applicable to RFPs.

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Class Specification
for the Class:JANITOR IDuties Summary:

Performs routine manual work in cleaning and maintaining public buildings; and performs other related duties as assigned.

Distinguishing Characteristics:

Performs routine cleaning tasks in cleaning and maintaining public buildings which rarely involves maintenance repair work or strenuous work such as carrying and moving heavy furniture and equipment.

Examples of Duties:

Sweeps and scrubs floors, hallways, corridors and stairways; cleans, mops, disinfects and services lavatories and restrooms; empties and cleans receptacles; mops and waxes floors; washes, dusts, waxes and/or polishes windows, woodwork, walls and fixtures which are easily accessible; cleans table tops, bookcases, drinking fountains, wash basins, venetian blinds, etc.; arranges chairs, tables and other light furniture and equipment for scheduled activities; locks and unlocks doors and windows; turns lights on and off; operates polishing machine and vacuum cleaner; runs errands; clears bookdrops; may work on grounds adjacent to the building in which employed, raking leaves, picking up debris, and watering lawns, trees; and may operate a car to complete assigned tasks.

Knowledges and Abilities Required:


Knowledge of: Practices, tools and materials used in janitorial work.

Ability to: Perform light manual work; understand and follow oral and written instructions.

This is an amendment to the class specification for the class JANITOR I approved on September 14, 1982.

DATE APPROVED:

3/8/83


DONALD BOTELHO
Director of Personnel Services